

AG Contract No. KR01-1142TRN
ADOT ECS File No. JPA 01-88
Projects: H5261 01C
Funding Source: 21402
Projects: H5261 01D
Funding Source: 70702
Section: SR-80, Turnback
(MP 366.10 to MP 368.20)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF DOUGLAS

THIS AGREEMENT is entered into 15 August, 2001, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF DOUGLAS, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 11-952 to enter into this agreement and has by ordinance, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The City and the State mutually agree it is in the best interest of the State to have the City proceed with constructing the pavement preservation project (080 CH 366 H5261 01C and H5261 01D), in downtown Douglas, from the new intersection of "G" Avenue to the new intersection of "A" Avenue, herein referred to as the Project. The total Project cost consists of \$54,000.00 for design and \$596,000.00 for construction, contingencies and construction inspection, a lump sum total cost of \$650,000.00. The State and the City agree, the State will transfer ownership jurisdiction and maintenance responsibilities of SR-80, from the State to the City, beginning at approximate mile post (MP) 366.10 and ending at approximate MP 368.20 a total of 2.1 miles, upon approval and by resolution of the Transportation Board.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 24837

Filed with the Secretary of State

Date Filed: 08/15/01

Betty Boyles

Secretary of State

Dick V. Graenewald

II. SCOPE OF WORK

1. The City will:

a. Upon execution of this agreement with the Secretary of State, invoice the State in the amount of \$650,000.00 for the total cost of the Project (\$54,000.00 for design and \$596,000.00 for construction, contingencies and construction inspection.)

c. Cause the Project to be constructed using City's standards and provisions under the Procurement process. Be responsible for any contractor claims for extra compensation.

d. Upon completion, approve and accept the project improvements as complete.

e. Waive the requirements of Arizona Revised Statutes Section 28-7209 (formerly ARS 28-106).

f. Upon approval and by resolution of the Transportation Board, accept ownership jurisdiction and maintenance responsibilities for the Project, beginning at approximate mile post (MP) 366.10 and ending at approximate MP 368.20 a total of 2.1 miles.

2. The State will:

a. Upon execution of this agreement with the Secretary of State, and within 30 days after receipt and approval of an invoice, remit to the City \$650,000.00, for the total cost of the Project (\$54,000.00 for design and \$596,000.00 for construction, contingencies and construction inspection.)

b. Upon approval and by resolution of the Transportation Board, transfer ownership jurisdiction and maintenance responsibilities for the Project, beginning at approximate mile post (MP) 366.10 and ending at approximate MP 368.20 a total of 2.1 miles.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment and abandonment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior advertisement of the Project under this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Douglas
City Manager
425 10th Street
Douglas, AZ 85607


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

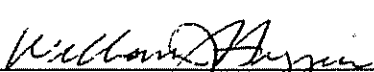
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF DOUGLAS

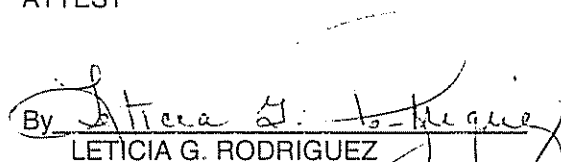
STATE OF ARIZONA

Department of Transportation

By 
RAY BORANE
Mayor

By 
WILLIAM J. HIGGINS
Deputy State Engineer

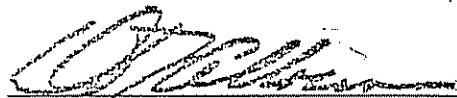
ATTEST

By 
LETICIA G. RODRIGUEZ
City Clerk

RESOLUTION

BE IT RESOLVED on this 28th day of June, 2001, that I, the undersigned MARY E. PETERS, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, enter into an agreement with the CITY OF DOUGLAS, for the purpose of defining responsibilities for the design, construction, contingencies and construction inspection, of the pavement preservation project (080 CH H5261 01C), from the new intersection of :G: Avenue to the new intersection of "A" Avenue, and the transfer of ownership jurisdiction and maintenance responsibilities of SR 80 within the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer or higher for approval and execution.

A handwritten signature in black ink, appearing to read 'David R. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, PE
Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director

ADDENDUM ITEM NO. 1

1. DISCUSSION/DECISION ON APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DOUGLAS AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENT OF SR-80 WITHIN THE DOUGLAS CITY LIMITS AND PROCEED WITH THE TURN-BACK OF SR-80 FROM ADOT TO THE CITY OF DOUGLAS.

Motion was made by Councilman Ames, **second** by Councilman Quinonez to approve an Intergovernmental Agreement between the City of Douglas and the Arizona Department of Transportation for the improvement of SR-80 within the Douglas City limits and the turn-back of SR-80 from ADOT to the City of Douglas.

Roll Call: All members voted in favor. **MOTION PASSED.**



THE CITY OF DOUGLAS

425 TENTH STREET, DOUGLAS, ARIZONA 85607

TELEPHONE (520)364-1586

FAX (520) 364-7507

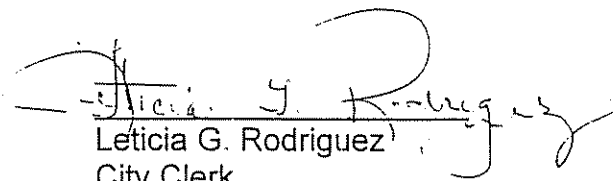
Leticia G. Rodriguez, C.P.M.
City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of Douglas, Arizona, held on the 11th day of July, 2001. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 6th day of August, 2001

-SEAL-


Leticia G. Rodriguez
City Clerk

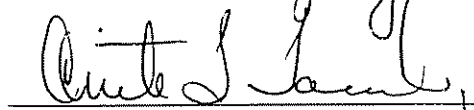
"Douglas - the premier southwestern border community"

JPA 01-88

APPROVAL OF THE CITY OF DOUGLAS ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF DOUGLAS and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 1st day of July, 2001.


City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR01-1142TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 7, 2001.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

697498